

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

NOTICE TO BIDDERS SPECIFICATION NO. 06-049

The City of Lincoln intends to purchase the following and invites you to submit a sealed bid for:

Annual Requirements for Foaming Root Control

**MEETING OR EXCEEDING THE CITY OF LINCOLN'S
SPECIFICATIONS ATTACHED**

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon **Wednesday, February 01, 2006** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Document(s) may be downloaded at <http://www.lincoln.ne.gov>. Keyword: bids. Prospective submitters must monitor the bid listing for any addendums.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. It is the responsibility of all bidders to check for addendum(s) prior to submitting bids. Late bids will not be considered. Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope.

Company Name_____

Proposal

Specification 06-049

Annual Supply of Foaming Root Control

Open: 12:00 Noon, February 01, 2006

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

ADDENDA RECEIPT: The receipt of addenda to the specifications numbers_____through____are hereby acknowledged. Failure of any bidder to receive any addendum or interpretation of the specifications shall not relieve the bidder from obligations specified in the bid request. all addenda shall become part of the final contract document.

BIDDING SCHEDULE

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>TOTAL</u>
1.	Foaming Root Control	200 <u>GAL.</u>	\$_____	\$_____
	MFG. _____			
	NAME _____			
	Container Size _____			
<u>Option</u>				
2.	Closed Chemical Handling System		\$_____	\$_____
	MFG. _____	1 Each		
	ID NO. _____			
	Container Size _____			

NO BID SECURITY REQUIRED

Term of contract is one (1) year, **March 1, 2006 through March 1, 2007** with the option to renew for two (2) additional one (1) year periods.

Special provisions for Commodity Term Contracts are included with the specification document. Bidders are urged to read the Special Provisions before completing the following sections of the Proposal.

Contract Extension Renewal is an option: Yes _____
No _____

TERM PRICE CLAUSE: BIDDER MUST STATE

- (a) Bid prices firm for the full contract period: _____; or
(b) Bid prices subject to escalation/de-escalation: _____.
(c) If (b), state period for which prices will remain firm:
Through _____.

INTER-LOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

____ **YES** ____ **NO**

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: _____
TITLE: _____
PHONE NO. _____

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

NOTE:

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 06-049**

_____ Company Name	_____ By (Signature)
_____ Street Address or P.O. Box	_____ (Print Name)
_____ City, State Zip	_____ (Title)
_____ Telephone	_____ (Date)
_____ E-Mail Address	_____ Estimated Delivery Days
	_____ Terms of Payment

Bids may be inspected in the Purchasing Division during normal business hours **after** tabulation and reviewed by a Purchasing Agent. Bid tabulations can be viewed on our website at: lincoln.ne.gov Keyword: **Bid**
The Intent to Award will be listed on the website when a recommendation is received from the Department.

TECHNICAL SPECIFICATIONS

METAM BASED SEWER ROOT CONTROL HERBICIDES

1. DEFINITIONS OF TERMS USED IN THESE SPECIFICATIONS

- 1.1 CITY: City of Lincoln, Nebraska
- 1.2 BIDDER: Any individual, partnership, firm, or corporation submitting a bid or proposal in accordance with these specifications and/or to whom the contract is awarded.
- 1.3 USEPA: United States Environmental Protection Agency
- 1.4 DOT: Department of Transportation

2. GENERAL

- 2.1 The purpose of this document is to specify a product to control tree roots in sewers.
 - 2.1.1 The product must be applied via the foaming method of application.
 - 2.1.2 Chemicals designed to be applied by soaking, spraying, dusting, pouring down manholes, or other methods of application will not be considered.
- 2.2 The active ingredients in the chemical root control agent shall be Metam Sodium and Dichlobenil.
 - 2.2.1 Only products that contain both of these active ingredients specifically labeled for use in sewers to control tree roots will be considered.

3. COMPLIANCE WITH APPLICABLE LAWS

- 3.1 In accordance with federal and state law, only products which are currently registered with the USEPA, and with the Nebraska Department of Agriculture will be considered.
- 3.2 Bidders must be licensed as pesticide dealers with the Nebraska Department of Agriculture (DOA) before filling any orders placed for materials by the City, as required by law.
- 3.3 All packaging, and shipping procedures must comply with federal and state DOT laws and regulations.

4. TYPE AND COMPOSITION OF THE CHEMICAL ROOT CONTROL AGENT

- 4.1 The product shall be composed of these components:
 - 4.1.1 Metam Sodium: The Metam Sodium shall be packaged and labeled separate from other component ingredients and formulated as a water soluble liquid containing a minimum of 32.7% AI (active ingredient) by weight.
 - 4.1.2 Dichlobenil: The dichlobenil shall be formulated as a minimum 50W wettable clay powder.
 - 4.1.3 A 5 gallon unit of chemical root control product, must contain 30 ounces of 50W dichlobenil-- 15 ounces active Dichlobenil herbicide, and 15 ounces of wettable clay.
- 4.2 Foaming Agent: The foaming agent, when mixed as a 1% aqueous solution and applied through standard foam application equipment, shall produce a small bubble, dense foam capable of sustaining its shape and remaining on treated roots for a period of one hour.

5. PACKAGING

- 5.1 Containers must meet all DOT and OSHA requirements for the product supplied.
- 5.2 All pesticide containers shall be pelletized and shrunk wrapped.
- 5.3 To ensure product stability, freshness and shelf life, all three product components must be packaged in separate containers.
 - 5.3.1 In particular, the Metam Sodium must not be formulated or mixed with the foaming surfactant.
- 5.4 To minimize the potential for drift, the Dichlobenil powder will be packaged in a wide mouth jar for easy pouring.
 - 5.4.1 Plastic bags that must be cut and shaken, to empty product, are not acceptable.

6. EQUIPMENT COMPATIBILITY

- 6.1 Bidders must warrant that the materials bid herein are compatible for use with the City's trailer mounted A Irrigation Engineering Hose Thruster, the current chemical root control equipment used.

7. GUARANTEE

- 7.1 The Bidder shall guarantee the chemical product as follows.
- 7.1.1 The Bidder guarantees the products shelf life for two years from the date of the delivery.
- 7.1.2 Any chemical product that is determined by the City to be defective in foam quality, and/or chemical composition, within this 2 year period, will be returned to the Bidder, at their expense, for a full refund.

8. REQUIREMENTS CONTRACT

- 8.1 The City is not obligated to any minimum or maximum quantities under the contract.
- 8.2 Estimated purchases for FY2006/2007 not to exceed \$30,000.00.
- 8.3 The City intends to issue a purchase order or orders to the Bidder to whom the contract is awarded for chemical on an as-needed basis, although nothing in this document or elsewhere in the contract documents shall be construed as obligating the City to do so.
- 8.4 Upon receipt of a purchase order, the Bidder will deliver all chemical product specified by the purchase order to the City, within thirty calendar days.
- 8.5 The City reserves the right to inspect and test all chemical product as it is delivered, and to reject any chemical product that in the opinion of the City is unsatisfactory.

9. CONDITIONS OF SALE

- 9.1 The City will employ trained and experienced applicators to handle and use pesticides.
- 9.2 The City will comply with all State and Federal laws governing the use of pesticides, and obtain all necessary licenses and permits required to apply the chemical product specified herein.
- 9.3 The product specified herein is for the sole use of the City, and is intended strictly for use by appropriate City personnel on the City's sanitary sewer systems.

10. BASIS FOR AWARD

Proposals will be evaluated based on several factors, including:

- 10.1 Price quoted by the Bidder
- 10.2 Quality of foam, as judged by City' personnel
- 10.3 Formulation and packaging of product

11. SUBMITTAL

- 11.1 The following must be submitted with this bid:
- 11.1.1 Specimen labels
- 11.1.2 A description of product packaging, including brochures
- 11.1.3 Material Safety Data Sheets
- 11.1.4 Copy of the product registration with the State of Nebraska Department of Agriculture.
- 11.1.5 Copy of Bidders state pesticide dealer's license.
- 11.2 Failure to include the above will be judged by the City as unresponsive, and will disqualify the bid.

BID CALCULATION SHEET

Vendor Information:

Company

Address

Phone

Fax

General Product Information:

Product Trade Name: _____

EPA Registration # _____

Active Ingredient Content: lbs. of Metam-Sodium per 5 gallons of product _____

Foaming Agent: Packaged w/metam-sodium _____ (Y/N)

Packaged separately _____ (Y/N)

Storage Temperature: Maximum _____ °F
Minimum _____ °F

Guaranteed Shelf Life: _____ (days)

Label Dilution Ratio: Foam Fill: 1: _____ Expansion Ratio: 1: _____ average

Bid Worksheet (for product comparison purposes this section must be completed)

Fill out according to product label instructions:

1 gal. Packaged metam + _____ gals. of water = _____ gals. Solution x 20 expansion =
_____ gals. of produced foam

Proposal

Product shall be sold such that the packaged material, contains the appropriate amount of Metam Sodium, Foaming Agent, and Dichlobenial. All prices are FOB the City's facilities.

The Bidder will supply the chemical product in _____ gallon containers.

ALTERNATE SPECIFICATIONS FOR CLOSED CHEMICAL HANDLING SYSTEM

1. CLOSED CHEMICAL HANDLING SYSTEM

- 1.1 The City desires to evaluate a closed chemical handling system as an alternate, to minimize worker exposure to all liquid chemicals.
- 1.2 This system may be of the Bidder's design, however it must meet the following criteria:
 - 1.2.1 The closed chemical handling system must transfer the liquid material from the Bidder's reusable containers (specified below) to mix tank of the City's foam application equipment.
 - 1.2.2 Dry lock connections must be provided that connect (by hand) the closed chemical handling system to both the reusable containers and the City's foam application equipment, and transfer material (by pump) from one to the other.
 - 1.2.3 As a true closed system, the user must not be able to see the liquid material directly.
 - 1.2.4 All adaptations to the City's foam application equipment, are considered part of the closed chemical handling system.
 - 1.2.5 All fittings, hoses, pumps, etc. must be compatible with the Metam Sodium, and Foaming Agent specified herein, and be designed specifically for handling these types of chemical materials.
 - 1.2.6 A full description of the closed chemical handling system proposed by the Bidder must be submitted with the bid, including a schematic diagram, brochures, etc.
 - 1.2.7 The Bidder will deliver the closed chemical handling system to the City's Wastewater Collection shop, and install all necessary parts and fittings on the City's foam application equipment.

2. PACKAGING

- 2.1 Containers must meet all DOT and OSHA requirements for the product supplied.
- 2.2 All pesticide containers shall be palletized and shrunk wrapped.
- 2.3 Metam Sodium and Foaming Agent: Metam and Foaming Agent will be packaged in reusable bulk/tote containers, that are 30 gallons in size, or less.
 - 2.3.1 The purpose of these containers is to eliminate the disposal problems (i.e., triple rinsing, handling container rinsate, puncturing, etc.) associated with disposable pesticide containers, and to eliminate the unnecessary generation of pesticide contaminated waste.
 - 2.3.2 The reusable containers must be outfitted with extractor valves that are compatible with the closed chemical handling system specified above in section 1.0.
 - 2.3.3 All miniature bulk/tote containers will remain the property of the Vendor.
 - 2.3.4 The City will return these containers en masse, after all containers have been emptied.
 - 2.3.5 The cost of shipping empty containers to the bidder, is the Bidder's responsibility.
 - 2.3.6 All containers must meet US DOT shipping standards for reuse, and be approved for use with Metam Sodium and Foaming Agent.
 - 2.3.7 Containers must comply with the Code of Federal Regulations Title 49 Transportation, and be rated for packaging group II.
 - 2.3.8 A description of the proposed containers must be accompanied with the bid, including brochures, etc.

3. SUBMITTAL

- 3.1 The following must be submitted with this bid:
 - 3.1.1 A description of the proposed closed chemical handling system including schematic diagrams, brand and model numbers, and brochures of all fittings, hoses and pumps associated with the system.
- 3.2 Failure to include the above will be judged by the City as unresponsive, and will disqualify the bid.

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA

PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or typed, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name, address, fax number and email address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternates are requested, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
 - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. BIDDER'S REPRESENTATION

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.

- 4.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least four (4) calendar days prior to the date and time for receipt of bids.
- 4.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders.
- 4.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are additional documents issued by the City to prospective Bidders prior to the closing date for receipt of bids, which are intended to change or clarify the original plans and/or specifications., i.e. additions, deletions, modifications, or explanations.
- 5.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 5.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 5.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 5.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

6. ANTI-LOBBYING PROVISION

- 6.1 During the period between the bid advertisement date and the contract award, bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City Council or City Staff.

7. BRAND NAMES

- 7.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 7.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 7.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 7.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

8. DEMONSTRATIONS/SAMPLES

- 8.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 8.2 Such demonstration can be at the City delivery location or a surrounding community.
- 8.3 If the bidder is proposing an alternate product, the City may request a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

9. DELIVERY (Non-Construction)

- 9.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 9.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 9.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

10. WARRANTIES, GUARANTEES AND MAINTENANCE

- 10.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 10.1.1 Manufacturer's warranties and/or guarantees.
 - 10.1.2 Bidder's maintenance policies and associated costs.
- 10.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

11. ACCEPTANCE OF MATERIAL

- 11.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 11.2 Material delivered under this proposal shall remain the property of the bidder until:
 - 11.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
 - 11.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 11.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 11.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 11.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

12. BID EVALUATION AND AWARD

- 12.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 12.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 12.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 12.4 The bid will be awarded to the lowest responsible, responsive bidder whose proposal will be most advantageous to the City, and as the City deems will best serve its requirements.
- 12.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 12.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 12.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.

13. INDEMNIFICATION

- 13.1 The bidder shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom

and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

- 13.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

14. TERMS OF PAYMENT

- 14.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

15. LAWS

- 15.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 15.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

16. AFFIRMATIVE ACTION

- 16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

17. LIVING WAGE

- 17.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change every July.

18. EXECUTION OF AGREEMENT

- 18.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
 - ☐ a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
 - ☒ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
 - ☐ c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
 - 1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
 - 2. The prepared documents shall be delivered to the City within 10days (unless otherwise noted).
 - 3. The City will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, prepare an Executive Order to go the Mayor for signature.
 - 4. Upon approval and signature from the Mayor, the City will return one copy to the Contractor.

SPECIAL PROVISIONS FOR COMMODITY TERM CONTRACTS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the City for the contract period.
- 1.2 Items listed may or may not be inclusive of City requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used only as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City shall be neither obligated nor limited to any specified amount. The City will, if possible, restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract and ending one (1) year from that date, or as otherwise indicated on the proposal form.
- 2.2 The City is interested in a one (1) year contract, with the option to renew for no more than **two** (2) additional one (1) year renewals. Bidder must indicate on the proposal form if extension renewals are an option. By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the same prices and/or under the same conditions governing the original contract; and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.

3. BID PRICES

- 3.1 Bidders must state on the proposal form if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 **Escalation/De-escalation Clause:** In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the City:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 5. Approved price changes are not applicable to orders already issued and in process at time of price change.
 6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

7. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City.
8. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be at no cost to the City.

4. CONTRACT AWARD NOTIFICATION

- 4.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders. Such contract award notification will incorporate the City's specifications, and may incorporate the bidder's specifications.
- 4.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.
- 4.3 Orders for materials will be made as needed by the various City Departments.

5. QUARTERLY REPORT

- 5.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department

6. TERMINATION OF CONTRACT

- 6.1 This contract may be terminated by either party upon thirty (30) days prior notice in writing to the other party. The Owner may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the Owner may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.